

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL NO. 35

Plaintiff,

ALLIED PAINTING & DECORATING
Defendant.

C.A. No. 05-10034-JLT

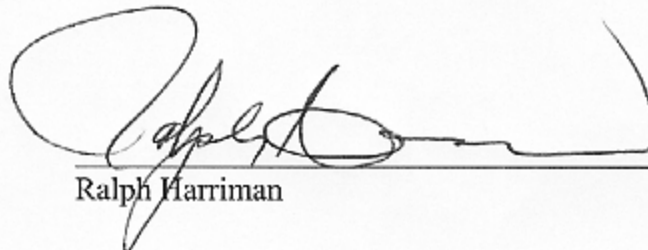
DECLARATION OF DAMAGES AND TAXABLE COSTS

Ralph Harriman deposes and says as follows:

1. I am employed as the Business Manager for Painters and Allied Trades District Council No. 35 (hereinafter "District Council"), located at 25 Colgate Road, Roslindale, MA 02131.
2. The District Council and Defendant Allied Painting & Decorating, are parties to a collective bargaining agreement that is a contract within the meaning of 29 U.S.C. § 185(a) and that, among other things, provides for final and binding arbitration of disputes arising under the agreement before the Joint Trade Board.
3. The District Council invoked the grievance and arbitration provision of the applicable collective bargaining agreement and submitted to arbitration a dispute with the Defendant that had arisen under the collective bargaining agreement.
4. The parties' collective bargaining agreement provides that the Joint Trade Board is authorized to hear and adjudicate "all questions of interpretation of this agreement and all grievances and complaints," and that the Joint Trade Board's decisions are binding as to the parties.

5. Following a hearing on the District Council's grievance, of which Allied Painting & Decorating, was given written notice but did not attend, the Joint Trade Board duly issued an award on June 2, 2005 sustaining the District Council's grievance against Allied Painting & Decorating, and awarding the District Council and its affiliated funds the amount of \$30,909.51. The payment was to be made within ten (10) days of receipt the award.
6. Defendant Allied Painting & Decorating, received a copy of the Joint Trade Board's Award via certified mail on June 3, 2004.
7. Plaintiff District Council's reasonable attorney fees and costs are \$799.88.
8. Interest owed is \$2,318.18.
9. Based upon the foregoing, Defendant Allied Painting & Decorating owes the Plaintiff \$34,027.57.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 7th DAY OF JUNE,
2005.



Ralph Harriman